

Exhibit J #08

The Second Settlement Agreement and
General Release in the Harris
Case

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into this ___ day of November, 2007, by and between Walter Harris ("Plaintiff"), on his own behalf and on behalf of his spouse and any other person who may be able to claim damages for loss of consortium as the result of his alleged injuries, and Mayor Kwame Kilpatrick and the City of Detroit ("Defendants") on their own behalf and on behalf of their representatives, officers, agents and employees.

1. Non-Admission. This Agreement does not constitute an admission by Defendants of any violation of any law or statute or negligence. The parties agree that neither this Agreement nor the furnishing of consideration shall be deemed or construed for any purposes as evidence of an admission of liability or wrongful conduct of any kind.

2. Litigation: Plaintiff filed suit against Defendants in Wayne County Circuit Court, Case No. 03-337670-NZ, on November 13, 2003, alleging that Plaintiff suffered personal injuries and lost wages as the result of Plaintiff being retaliated against and constructively discharged and other actions of Defendants (hereinafter the "Incidents"). Plaintiff and Defendants desire to avoid the expense, inconvenience and distraction of further litigation, and to fully and finally resolve this litigation and any and all other claims or disputes, whether known or unknown, that have been made or could have been made by or on behalf of Plaintiff or by or on behalf of his spouse or which could have been made by or on behalf of Defendants.

* 3. Consideration. In consideration for entering into this Agreement and the mutual promises contained herein, Defendants agree to pay the following sums by check payable solely to Plaintiff's attorney's trust account or to Plaintiff's attorney, that is, not payable jointly to Walter Harris:

Lost wage and pension benefits	\$200,000.00
Personal physical injury	\$200,000.00
Total Settlement	\$400,000.00

These payments will be made upon execution of this Agreement and a dismissal with prejudice with the Court.

4. Withdrawal of Claims. Upon receipt of the payment specified in paragraph three above, Plaintiff shall deliver to Defendants a signed stipulation and order of dismissal with prejudice of the pending lawsuit; Defendants shall have the order entered by the court and provide a true copy to Plaintiff's attorney; Plaintiff also agrees to withdraw with prejudice any other claims, charges or complaints that Plaintiff has initiated or that others have initiated on Plaintiff's behalf against Defendants, if any.

W.H. Harris
W. H. Harris
W. H. Harris
 In further consideration, Plaintiff agrees never to seek reinstatement with the City of Detroit and/or employment with the City of Detroit.

5. Payment of Applicable Taxes. Plaintiff is and shall be solely responsible for all federal, state and local taxes that may be owed by the Plaintiff by virtue of the receipt of any portion of the monetary payments provided under this Agreement. Plaintiff agrees to indemnify and hold the Defendants harmless from any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the monetary consideration made to him under this Agreement.

6. Warranties and Representations. Plaintiff represents and warrants to Defendants the following:

a. Plaintiff has not relied upon any representations, express or implied, made by Defendants or any of its representatives, as to the legal and/or tax consequences of this Agreement.

b. Plaintiff has relied upon the advice of his attorney, Michael L. Stefani, has read this Agreement completely, has discussed it with his attorney and fully understands it and accepts the terms thereof.

c. The terms of this Agreement are the result of arms length, good faith negotiation and compromise of disputed claims and Plaintiff recognizes that it does not constitute an admission of liability or the acceptance of responsibility by Defendants for Plaintiff's alleged injuries and lost wages.

d. The terms of this Agreement may not be amended or modified except by express written agreement signed by Plaintiff and the Defendants.

e. No other charge, action or claim is pending on Plaintiff's behalf related in any way to the Incidents.

7. Mutual Waiver and Release of Claims. For the considerations set forth in paragraph three above, the Plaintiff on his behalf and on behalf of his spouse, his decedents, dependents, heirs, executors, administrators, assigns and successors, fully, finally and forever released and discharged the Defendants, their successors, assigns, representatives, officers, agents and employees, from any and all claims and rights of any kind that Plaintiff may have whether now known or unknown, suspected or unsuspected, including, but not limited to those arising out of or in any way connected with the Incidents, Plaintiff's alleged injuries and lost wages, or to any other matter or event occurring at any time prior to and including the date on which this Agreement is executed. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of the date of this Agreement, whether known or unknown to the Plaintiff, which relate in any way to the Incidents, Plaintiff's alleged injuries and lost wages, or to any other matter or event occurring at any time prior to and including the date on which this Agreement is executed, including any claim for exacerbation or progression of the alleged injuries including those not known by Plaintiff, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect Plaintiff's decision to

enter into this Agreement. Plaintiff further agrees that he accepts the terms and conditions of this Agreement as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than as he may believe.

For the considerations set forth in paragraph three above, each of the Defendants on behalf of themselves, their heirs, successors, assigns, executors, representatives, officers, agents, and employees, forever release and discharge Plaintiff, his heirs, executors, agents and attorneys, from any and all claims and rights of any kind that either Defendant may have, whether known or unknown, suspected or unsuspected, including but not limited to those arising out of or in any way connected with the Incidents, including any discovery or investigation undertaken by the Plaintiff, Plaintiff's lawyers, investigators and employees of Plaintiff's law firm or Plaintiff's assistance to Gary Brown or Harold Nelthorpe in their law suits against the Defendants including his testimony in that law suit and any other manner or event occurring at any time prior to and including the date on which this Agreement is executed, including those not known by Defendants, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect Defendants' decision to enter into this Agreement. Defendants further agree that each of them does and will accept the terms and conditions of this Agreement as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than as either Defendant may believe.

9. Indemnification. Plaintiff agrees to indemnify and hold Defendants harmless in the event of a breach of this Agreement by him personally and Defendants agree to indemnify and hold Plaintiff harmless in the event of a breach of this Agreement by one of the Defendants against, without any limitation, any and all claims, damages, liabilities, costs, court costs, expenses (including reasonable actual attorney fees), causes of action or judgments based on, arising out of or in any way connected to any breach of this Agreement by the breaching party.

10. Prevailing Party. Plaintiff acknowledges that the Defendants are entering into this Agreement to avoid further expense of litigation and that neither Plaintiff nor Defendants shall be considered a prevailing party for any purpose.

11. Entire Agreement. This Agreement contains the entire agreement and understanding between Plaintiff and Defendants with respect to any and all disputes or claims that Plaintiff has, or could have had, against Defendants as of the date this Agreement is executed, and supersedes all other agreements between Plaintiff and Defendants with regard to such disputes or claims and may not be amended except in a writing signed by all of the parties.

12. Severability. The invalidity or unenforceability of any portion of this Agreement shall not affect or impair the other portions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, the parties agree to enter into a full and general release that is not invalid.

13. Choice of Law. This Agreement is to be interpreted pursuant to the law of Michigan.

Walter Harris

Walter Harris

Date: 11/01/07

KWAME M. KILPATRICK

By: William A. Gillett
Attorney for Defendants

Date: 12/05/07

CITY OF DETROIT

By: William A. Gillett
Attorney for Defendants

Its: Authorized Agent

Date: 12/05/07